

its affiliate CLN Solutions LLC (or both) of an amount up to \$1,157,686.20, an amount equal to twice the value of the goods.

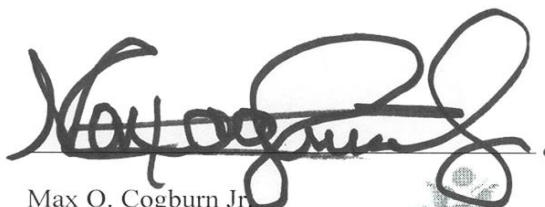
As to defendant's contention that *Erste Bank* is an unacceptable surety, the Court finds that such surety is a sound financial institution that is acceptable to this Court. As to defendant's challenge to the surety being a European entity that may not be susceptible to this Court's jurisdiction, the Court finds no merit in that argument as *Erste Bank* would have little basis to challenge personal jurisdiction in an enforcement action upon its own explicit guaranty of a North Carolina judgment, issued in favor of a North Carolina beneficiary, for substantial consideration. Consulting Eng'rs Corp. v. Geometric Ltd., 561 F.3d 273, 278 (4th Cir. 2009). Defendant's objections are overruled and the Court specifically approves the bond as acceptable.

Finally, plaintiff having tendered an appropriate bond, the Court will, as provided in its previous Order (#24), now direct that defendant make the goods available for removal.

ORDER

IT IS, THEREFORE, ORDERED that defendant's Motion to Set Aside Order (#39) and Objection to Amend[ed] Bond Language (#46) are, respectively, **DENIED** and **OVERRULED**, the Surety Bond issued by Erste Bank (a copy of which is annexed to plaintiff's Notice of Posting bond (#43)) is **APPROVED** and **ACCEPTED**, and defendant is Ordered to deliver and make available for removal the disputed goods in its Statesville, North Carolina warehouse within 24 hours of issuance of this Order.

Signed: February 4, 2019


Max O. Cogburn Jr.
United States District Judge